



**COMMUNITY DEVELOPMENT COMMISSION  
of the County of Los Angeles**

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*Executive Director*

March 1, 2005

Honorable Board of Commissioners  
Community Development Commission  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Commissioners:

**LANDSCAPE ARCHITECTURE SERVICES AGREEMENT FOR  
WHITTIER BOULEVARD STREETSCAPE PROJECT (1)  
(3 Vote)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the award of a two-year Agreement for Professional Services to Katherine Spitz Associates, Inc., in the amount of \$259,000, to develop landscape architectural design, prepare plans and perform other related work for the Whittier Boulevard Streetscape Project; authorize the Executive Director to use for this purpose \$259,000 in Community Development Block Grant (CDBG) funds allocated to the First Supervisorial District; and authorize the Executive Director to execute the Agreement and all related documents, to be effective after issuance of the Notice to Proceed, which will not exceed 30 days following the date of Board approval.
2. Authorize the Executive Director to use a total of \$25,900 in CDBG funds allocated to the First Supervisorial District, for unforeseen costs related to the project described above.
3. Authorize the Executive Director to execute amendments to the Agreement to extend the time of performance for up to one year and to revise the scope of services to complete the project described above, without increasing the approved contract amount, following approval as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to award a two-year landscape architecture services agreement to prepare design and perform other related work for the improvement of Whittier Boulevard.

**FISCAL IMPACT/FINANCING:**

There is no impact on the County general fund. The agreement will be funded with \$259,000 in CDBG funds allocated to the First Supervisorial District, included in the Commission's approved budgets. A ten percent contingency in the amount of \$25,900 in CDBG funds from the First Supervisorial District will be reserved for unforeseen costs.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Whittier Boulevard is a major east-west commercial thoroughfare that passes through the community of East Los Angeles. The Whittier Boulevard Streetscape Project will extend along an approximately 0.9 mile length of Whittier Boulevard, from the 710 Freeway, continuing east until ending at Atlantic Avenue.

The project will improve the Whittier Boulevard commercial corridor by constructing and repairing crosswalks, gutters and sidewalks, adding landscaping and trees, and installing street furniture and other elements to improve the attractiveness and safety of the area. These improvements will serve to eliminate blight, increase safety, and contribute to the long-term viability of local businesses.

The attached agreement with Katherine Spitz Associates, Inc. provides for site analyses, outreach and data collection, pedestrian studies, engineering studies, schematic design and design development, community outreach, and other related work. Following design development and refinement of a single design solution that includes community input, the firm will complete all construction documents, prepare plan check submittal and corrections, and provide limited assistance with the construction administration phase.

The streetscape improvements are being federally funded, and are subject to the requirements of the Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) program implemented by the County of Los Angeles. Should Katherine Spitz Associates, Inc. require additional or replacement personnel after the effective date of the Agreement, it will interview for such employment openings participants in GAIN/GROW Program who meet the firm's minimum qualifications for the open position. Katherine Spitz Associates, Inc. will contact the County's GAIN/GROW Division for a list of participants by job category.

The agreement has been approved as to form by County Counsel and executed by Katherine Spitz Associates, Inc.

**ENVIRONMENTAL DOCUMENTATION:**

This project is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(1) because it involves design activities that will not have a physical impact or result in any physical changes to the environment. The action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378 because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

**CONTRACTING PROCESS:**

On September 4, 2002, the Commission initiated a Request for Qualifications (RFQ) process to procure the most qualified landscape architecture consulting firm to provide services for the project. Notices of the RFQ were mailed to 76 landscape architecture and urban design firms identified from the Commission's vendor list. An announcement also appeared on the County of Los Angeles web site. Twenty-five RFQs were requested and distributed.

Ten firms submitted Statements of Qualifications (SOQ) by the original deadline of September 30, 2002. One month later, a selection panel consisting of Commission staff and representatives from the Los Angeles County Department of Public Works (DPW) began independent evaluations of the SOQs. During the months that followed, DPW continued its evaluations of the SOQs, which were completed in January 2003.

On April 16, 2003, the panel interviewed the top two firms: Katherine Spitz Associates, Inc., and Gruen and Associates. Following the interviews, the panel recommended that the Commission enter into fee negotiations with Katherine Spitz Associates, Inc. Shortly after, it was determined that advertising for the RFQ had been incomplete, and fee negotiations with Katherine Spitz Associates, Inc. were formally suspended to allow sufficient time for the required newspaper advertising. One additional SOQ was submitted by the new deadline of July 29, 2003. However, it was determined by the same selection panel that this SOQ did not score high enough for the firm to merit an interview.

In August 2003, a fee agreement for services was reached, and the Commission is recommending Katherine Spitz Associates, Inc. to provide the landscape architectural services and other services described herein. Due to budgetary considerations, the project was held over to fiscal year 2004-2005. The Summary of Outreach Activities is provided with this letter as Attachment A.

Honorable Board of Commissioners  
March 1, 2005  
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**IMPACT ON CURRENT PROJECT:**

The Whittier Boulevard Streetscape project will serve to meet national CDBG objectives of eliminating blight, increasing safety and contributing to the long-term economic viability of the area.

Respectfully submitted,

CARLOS JACKSON  
Executive Director

Attachments: 2

## ATTACHMENT A

### Summary of Outreach Activities

#### Request for Qualifications (RFQ) for Landscape Design Services

On September 4, 2002, the following Request for Statements of Qualifications (RFQ) was initiated to procure the most qualified landscape architecture firm for the Whittier Boulevard Streetscape Project.

##### A. Distribution of RFQs

The Commission's vendor list was used to mail out the RFQ to 76 landscape architecture and urban design firms, of which 48 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 25 RFQs were requested and distributed by the Commission.

The announcement was also posted on the County Web Site.

##### B. Pre-submittal conference

On September 18, 2002, a total of 23 firms attended an optional pre-submittal conference to address questions about the SOQ format, submittal requirements and planned scope of work.

##### C. Statements of Qualifications (SOQs)

On September 30, 2002, a total of ten firms submitted SOQs, of which seven identified themselves as female or minority-owned.

##### D. Review of SOQs and Newspaper Advertising

In October 2002, a review panel of Commission and Los Angeles County Department of Public Works (DPW) personnel began independent evaluations of the SOQs. During the months that followed, DPW continued its evaluations of the SOQs, which were completed in January 2003. The review panel selected the following top-ranked firms to be interviewed: Katherine Spitz Associates, Inc., Ah'be, and Gruen and Associates. Subsequently, Ah'be formally withdrew from the selection process due to other commitments.

On April 16, 2003, the same review panel interviewed the two top-ranked firms and subconsultants. Following the interviews, the review panel recommended that the Commission enter into fee negotiations with Katherine Spitz Associates, Inc. Shortly after, it was determined that advertising for the RFQ

had been incomplete, and fee negotiations with Katherine Spitz Associates, Inc. were formally suspended while the Commission advertised the RFQ in the local newspapers listed below.

The Daily News  
 Eastern Group Publications  
 International Daily News  
 La Opinion

Los Angeles Sentinel  
 Los Angeles Times  
 Wave Community Newspapers,

One additional SOQ was received by the new deadline of July 29, 2003. However, it was determined by the same selection panel that this SOQ did not score high enough for the firm to merit an interview.

Katherine Spitz Associates, Inc. was then invited to submit a formal fee proposal based on the outline scope of work in the original RFQ, as well as clarifications reached during the fee negotiation process. The mutually agreed upon fee is \$281,170.

E. Participation of Minorities and Women – Selected Landscape Architect

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Katherine Spitz Associates, Inc.	Female	Total: 8 1 minority 1 woman 13% minority 13% women
David Denton (Architecture)	Non-Minority	Total: 1 0 minorities 0 women 0% minority 0% women
Arrellano Associates (Community Relations)	Minority	Total: 5 3 minorities 4 women 60% minority 80% women
Hunt Design Associates (Graphic Design)	Non-Minority	Total: 14 7 minorities 7 women 50% minority 50% women

KPFF (Civil Engineering)	Non-Minority	Total: 30 8 minorities 10 women 27% minority 33% women
Katz, Okitsu & Associates (Traffic Engineering)	Minority	Total: 69 41 minorities 15 women 59% minority 22% women
C.P. O'Halloran Associates (Cost Estimating)	Non-Minority	Total: 4 2 minorities 2 women 50% minority 50% women

F. Minority/Women Participation –Interviewed Firm/Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Gruen and Associates	Minority	Total: 55 36 minorities 23 women 65% minority 42% women

G. Minority/Women Participation - Firms Not Selected

Ah'be	Minority	Total: 11 6 minorities 7 women 55% minority 64% women
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Barrio Planners	Minority	Total: 30 29 minorities 12 women 97% minority 40% women
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David Evans and Associates	Non-Minority	Total: 185 49 minorities 48 women 26% minority 26% women
Lawrence R. Moss & Associates	Declined to provide information.	
Melendrez Design Partners	Female	Total: 32 9 minorities 16 women 28% minority 50% women
NUVIS	Minority	Total: 29 8 minorities 11 women 28% minority 38% women
RBF Consulting	Declined to provide information.	
Studio One Eleven	Non-Minority	Total: 179 84 minorities 63 women 47% minority 35% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of contract is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.



# **WHITTIER BOULEVARD STREETSCAPE PROJECT**

**Agreement for Professional Services  
Between  
The Community Development Commission  
of the County of Los Angeles  
And  
Katherine Spitz Associates, Inc.**

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## **SECTION 1.0 RECITAL**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2005 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "**Commission**" and Katherine Spitz Associates, Inc., hereinafter called "**Consultant**."

## **SECTION 2.0 PURPOSE**

The purpose of this Agreement is to procure the services for urban planning and landscape design in the public right of way for development and implementation of the Whittier Boulevard Streetscape Project (Project) located on Whittier Boulevard from the 710 Freeway to Atlantic Avenue in unincorporated East Los Angeles (refer to Attachment A).

The improvements will address repairing curbs, gutters and sidewalks, adding green space, and installing street furniture and other elements to improve the attractiveness and safety of the area. These improvements will serve to mitigate blight, increase safety, and contribute to the long-term viability of local businesses.

## **SECTION 3.0 TERM**

This Agreement shall commence as of the day and year first above written and shall remain in full force and effect for a period of two (2) years from the date of the notice to proceed unless sooner terminated or extended in writing as provided herein.

## **SECTION 4.0 CONSULTANT RESPONSIBILITIES**

Upon the request of the Commission's Contracting Officer or designee, the Consultant shall complete the work program described in this Agreement. The Consultant agrees that all work performed by the Consultant will be the responsibility of the Consultant.

### **Section 4.1 SCOPE OF WORK**

This Agreement provides for the programming, conceptual design, schematic design, design development, construction documents, plan check, bidding assistance, and construction administration assistance phases.

#### **Section 4.1.1 General**

- a. Review all applicable codes and development standards including but not limited to planning, building, accessibility, fire, and Department of Public Works of the County of Los Angeles (DPW) Divisions of Building and Safety, Traffic and Street

Lighting, and Watershed Management with special attention paid to the standard specifications, landscape materials, street trees, and other items required by each of the agencies having jurisdiction in the streetscape corridor and surrounding area.

- b. During all phases of the project, attend meetings with the staff of DPW and other entities, as necessary, for the coordination, development and review of the Project's progress.
- c. Telephone consultation with Commission will occur throughout the life of this Agreement.
- d. **Deliverable:** Kick-off meeting notes.

## **PHASE I Base Plan Development**

### **Section 4.1.2 Survey and Base Plans**

- a. Document existing physical conditions including but not limited to structures, street trees, lighting, driveways, bus stops, drainage inlets, street furniture, signage, topography, soils, vegetation, sun, wind and acoustics. An investigation of the existing context, including the adjacent off-site context, should pay particular attention to scale, adjacent building colors, textures, materials, finishes, pedestrian and vehicular circulation patterns, security, landscaping, signage, shading devices, lighting, drainage, finish grades and accessibility features.
- b. Photograph existing conditions.
- c. Conduct field review, tract map research, as-built plan research, and base plan discussions with DPW and Commission.
- d. Research site information (Community history, future DPW or other public projects, etc.)
- e. Certified Survey and Base Plan Production - Survey project area to obtain necessary information to prepare base plans including but not limited to topography, as-built structures, centerlines, curbs, utilities, fire hydrants, property lines, sidewalk, street trees, drainage, lighting, and spot elevations.
- f. Denote all necessary utility relocations and coordinate with the respective utility companies to ensure base map accuracy.
- g. Identify any repairs to sidewalk, curb and gutter, curb ramps, driveway aprons, pavement, drainage, and street lighting.
- h. Provide an aerial survey to compile visible planimetric features at an appropriate scale. Spot elevations and one-foot contours will be compiled. This work will include research for street centerline monuments and ties to perpetuate the County right-of-way lines and to provide horizontal and vertical control on the pre-mark aerial targets to be used for aerial photo controls. In addition to planimetric features, such as curbs, gutters, sidewalk, trees, manholes, valves, vaults, fire hydrants, electroliers, building lines, the aerial compilation will show all lane striping, pedestrian crossing and other traffic delineations for use by the traffic consultant as an accurate base map for design. The aerial targets will be horizontally and vertically controlled by Global Positioning Satellite System (GPS) which will control all of the aerial photo models for accurate compiling of line work.

- i. Prepare field survey elevations for intersections, street medians, curb extensions or narrowing and other related design work requiring field elevation accuracy of 0.01 foot.
- j. Conduct research of existing documentation to locate street utilities and incorporate this information in the base map.
- k. **Deliverables:**
  - 1. Surveyed, electronic base plans.
  - 2. Photo Survey.
  - 3. Report on existing codes and other background data.

### **Section 4.1.3 Pedestrian Lighting Analysis**

Using field measurements and as-built plans, calculate the current lighting levels at the sidewalks and crosswalks to determine if they meet code requirements. Pedestrian lighting shall be provided and/or upgraded to code with the goal of reusing the existing utility pole locations and lighting equipment. Lighting plans for new and/or upgraded pedestrian lighting will need to include service locations, conduits, conductors, light fixture locations and types.

**Deliverable:** Pedestrian lighting analysis.

## **PHASE II Schematic Streetscape Design**

### **Section 4.1.4 Conceptual Design**

- a. The Consultant will conduct conceptual design session with Commission team members.
- b. Based on 4.1.2, 4.1.3, and a traffic study to be completed by DPW, prepare conceptual studies.
- c. Complete a tree survey.
- d. Signage and graphics design shall include renovation, refurbishment, and/or replacement of existing Whittier arch and monument signs. Also included are possible new way finding signs and devices for directing pedestrians to existing public parking facilities, existing and new transit facilities (MTA as well as local transit such as El Sol East Los Angeles Shuttle), and existing Civic Center. Scope for any other or new neighborhood identification, entry, monument signs, or banner support excludes graphics design.
- e. Generate a comprehensive program which identifies every element of the Project based on the Consultant's own experience for the design of Streetscape Projects, from site visits, the Consultant's research and input from community, First Supervisorial District staff, Commission staff and other relevant parties.
- f. Prepare at least two different concept designs which shall incorporate recommendations from the previously mentioned affected community members, Supervisorial District representatives, Commission team members, and agencies having jurisdiction, and shall include items such as pedestrian lighting, street

trees, planters, sidewalk patching and extensions, street furniture, banners, enhanced paving areas for crosswalks, handicapped ramps, signage, public art, entry monument(s), neighborhood / community identification banners and signage, and/or other appropriate design responses. Traffic calming measures shall be explored including bulbouts at three intersections, and various parking and traffic flow configurations and the need for traffic lights at key intersections. The Concept Plans should show proposed locations for public art. Prepare graphic materials that support each scheme and present the concept designs to the Commission's team, including diagrams, photographs, plans, elevations, sections, and schematic perspective sketches to describe the character of the two schemes.

- g. Discuss schemes and results of community meetings with Commission's project team to begin focusing the design into a single solution.
- h. Review solutions with DPW to determine what engineering studies will be required.
- i. Finalize one schematic design.
- j. **Deliverables:**
  - 1. Two Concept Design Plans.
  - 2. Tree survey.
  - 3. Community Meeting Presentation Boards and Handouts including informal colored renderings and/or computer generated drawings.
  - 4. Conceptual cost estimate.
  - 5. Final Schematic Design Plans and sketches.

#### **Section 4.1.5**                      **Public Outreach**

- a. Prepare for community meeting(s) and review agendas with project team.
- b. Conduct a Public Participation Program which will inform community stakeholders and public-at-large of the beautification effort along Whittier Boulevard. Solicit ideas and comments from the community about the Project's design, reflect these ideas and comments, to the fullest degree possible and appropriate in the design. Engage the public in commenting upon the Consultant's design proposals.
- c. The Public Participation Program will consist of:
  - 1. Preparation of a community database and mailing list in Microsoft Access to identify all of the merchants along Whittier Boulevard in the Project area and significant institutions and organizations within a half-mile radius of the project corridor. These would include: education facilities, recreation and entertainment venues, health facilities, transportation entities, churches and other organizations affected by this Project. The Consultant will obtain existing contact lists from the County and then supplement these lists with original research.
  - 2. One-on-One Stakeholder Meetings: Prior to and in preparation for the community meetings, the Consultant will conduct up to 8 meetings with key stakeholders in the Project area (6 during schematic design and 2 during design development) to identify key issues and specific concerns about the Project for the Consultant to take under consideration in the course of designing the Project and preparing for the community meetings.



3. **Public Notification:** The Consultant will distribute public notices of community meetings through existing channels, such as: the First District Board offices, local newspapers and publications, ethnic media and any other proven methods of communication for the area.
4. **Community meetings as follows:**
  - i. **Concept Design phase:** Two (2).
  - ii. **Design Development phase:** One (1). The concept design phase meeting will feature a formal presentation of a design that incorporates and integrates feedback from the two community meetings held during the previous phase. The Consultant will obtain addition feedback from the community and address relevant issues in the final design.
  - iii. For each of the community meetings, the Consultant will provide planning and implementation support including: scheduling, notification, agendas, professional interpreters and logistical support.
- d. ***Deliverable:*** Community database, meeting notices, meeting agendas, sign-in sheets, community findings report, meeting reports from all meetings.

### **PHASE III Design Development**

#### **Section 4.1.6 Design Development**

- a. Revise, develop, and refine one Schematic Design, incorporating comments from Project team and the community.
- b. Update construction cost estimate.
- c. Participate as a panelist to provide input for the Commission's selection of artist.
- d. Coordination / project management with Commission and team members.
- e. Prepare for community meeting and review agenda with project team.
- f. Conduct community meeting, presenting revised schematic design.
- g. Make design refinements, incorporating input and changes desired by the community and approved by the Commission. All elements of the design (architectural, plant selection and irrigation, civil, furniture selection, finishes, colors, lighting, paving design, signage, traffic pattern, parking) shall be drawn to scale and defined at this time.
- h. Incorporate art component.
- i. Prepare for community meeting; review agenda with project team.
- j. Conduct Community meeting, presenting final design.
- k. Submit final design and outline specifications to Commission's project team.
- l. Incorporate Commission's design comments, quality control, and constructibility comments into all subsequent submittals.
- m. ***Deliverables:***
  1. Draft Design Development Plans including public art component.
  2. Meeting notes from three staff / team meetings.
  3. Final Design Development Plans and sections (electronic format) including public art, civil plans, demolition plans, paving/hardscape plans, street

- furnishings, façade design, striping plan/traffic plans, lighting/electrical drawings, and planting and irrigation.
- 4. Cost Estimate at 75% Design Development.
- 5. Presentation Materials for one Community Meeting.
- 6. Outline specifications in electronic format.
- 7. Maintenance Recommendations (report).

## **PHASE IV Construction Documents / Plan Check**

### **Section 4.1.7 Construction Documents**

- a. Based upon final design, prepare construction documents including plans and specifications, in format approved by the Commission and DPW.
- b. Civil drawings.
- c. Hardscape construction plans shall include demolition, existing items to remain, special paving, crosswalks, and new construction. Include Street lighting plans, traffic signal, and wiring diagrams.
- d. Include Irrigation Plans.
- e. Include Landscape and Planting Plans.
- f. Include Details.
- g. Updated, itemized, cost estimate at completion of design development, construction documents, and plan check approval phases. Assist and coordinate with DPW during Plan Check process
- h. Submit construction documents for plan check, and permit coordination with governmental departments and utility companies having jurisdiction including but not limited to DPW, Fire, Department of Regional Planning (DRP), water purveyor, Southern California Edison, gas purveyor, and telephone purveyor.
- i. Revise construction documents as necessary to obtain plan check approvals from DPW and from all governmental agencies having jurisdiction.

#### ***j. Deliverables:***

- 1. 50% Construction Documents & Technical Specifications – two sets.
- 2. 90% Construction Documents & Technical Specifications – two sets.
- 3. 100% Construction Documents & Technical Specifications – two sets for each DPW department.
- 4. Final Reproducible set of drawings and technical specifications for use by DPW to make bid sets.
- 5. Final electronic copy of plans and technical specifications to the Commission in format acceptable by the Commission, for use by DPW during construction in recording as-built information (generally, latest version of MS Word for specifications and latest version of AutoDesk's AutoCAD for drawings). Consultant may omit title block information.
- 6. Final Cost Estimate.
- 7. Final Comments on Project Schedule.

## **PHASE V Bid Phase Assistance**

### **Section 4.1.8 Bid Phase**

- a. Review and comment on DPW's final bid package, to ensure that all of Consultant's drawings and specifications are included therein.
- b. Attend Pre-Bid Conference; answer inquiries through the Commission.
- c. Prepare any required addenda to the bid package.
- d. ***Deliverables:***
  1. Addenda.
  2. Bid review comments.

## **PHASE VI Construction Administration Phase**

### **Section 4.1.9 Limited Construction Administration Assistance**

- a. Attend one pre-construction conference with awarded contractor, conducted by DPW.
- b. Support the Commission by participating in clarification process (answer RFI's (Requests for Information) regarding Plans and Specifications).
- c. Review submittals and proposed substitutions through Commission and DPW, specifically those relating to the aesthetic quality, color, and materials selection, in order to support the Commission in maintaining the integrity of the design concept.
- d. Review special features.
- e.
- f. Perform one final field observation prior to expiration of maintenance period.
- g. Participate in one punchlist inspection with Commission team and prepare one written punchlist for the Commission.
- h. Project close out.
- i. ***Deliverables:***
  1. Shop drawing review.
  2. Responses to RFI's.
  3. Clarifications.
  4. Punchlist.
  5. Final Field Observation Report.

### **Section 4.2 Design Within Funding Limits**

The Consultant will provide a cost estimate at the completion of Schematic Design, 75% Design Development, 50% Construction Documents and 90% Construction Documents (Plan Check submittal). At that time, if the scope of work proposed exceeds the planned construction budget, the Commission may either reduce the scope of work to fit the planned construction price through value engineering, with the assistance of the Consultant, or the Commission may increase the planned construction budget to construct the full scope of work.

### **Section 4.3 Standard of Care**

The Consultant represents, covenants, and agrees that all of the services to be furnished by the Consultant under or pursuant to this Agreement, from the inception of this Agreement until the Project has been fully completed, shall be of a standard and quality that prevails among highly qualified and competent landscape architects

engaged in landscape architectural practice in the Southern California area under the same or similar circumstances involving the design and construction of a project having characteristics that are similar to the Project (including without limitation, public nature, comparable scope, quality and schedule ["Professional Standard"]). Consultant accepts the special relationship of trust and confidence established between it and Commission by this Agreement. Consultant covenants to design the Project and produce the necessary Construction Documents, and to further the interests of Commission in accordance with Commission's requirements and procedures, in accordance with the Professional Standard and in compliance with all applicable restrictions, laws, codes, and regulations in effect throughout the period that Consultant is performing services under this Agreement.

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services that do not meet the Professional Standard.

#### **Section 4.4**            **Value Engineering**

Consultant acknowledges and understands that it is Commission's objective to construct the Work, wherever possible and without sacrificing the Design, as economically as possible. Consistent with this objective, it shall be Consultant's obligation to perform detailed value engineering during the Project, and to make changes as necessary to keep the estimate within 10% of the currently established construction budget, so as to present to Commission alternative designs, engineering, materials, and methods of construction that will reduce costs and the contract time. For this purpose, the initial established construction budget is \$1.8 million. Failure by Consultant to comply with such obligation under circumstances in which Consultant knew or reasonably suspected the existence of such alternatives shall constitute a breach of this Agreement. Commission shall have the right, at its sole discretion, to decline to approve and incorporate Consultant's cost reduction alternatives into the Work.

#### **Section 4.5**            **Reproduction of Final Documents**

The Consultant shall cause two (2) sets of blueprints, specifications, estimates, etc. to be provided to the Commission at all submittal phases including such sets as may be required for plan check agencies and (one) 1 complete set of approved, reproducible construction documents to be delivered for construction solicitation purposes. The cost of reproducing these documents is included in the Consultant's basic fee.

#### **Section 4.6**            **Changes Required**

The Consultant shall promptly make all changes in the construction solicitation documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement. The Consultant shall make all reasonably requested changes in the

drawings and specifications based upon Commission's review of the progress submittals.

#### **Section 4.7 Project Schedule**

Consultant shall work in accordance with the established Project Schedule.

### **SECTION 5.0 CONSULTANT'S PERSONNEL AND SUBCONSULTANTS**

The Consultant's employees and subconsultants identified below are considered essential to the contract work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

Employees:

Katherine Spitz, Landscape Architect, President

Subconsultants:

<u>David Denton</u>	<u>(Architecture)</u>
<u>Arrellano Associates</u>	<u>(Community Relations)</u>
<u>Hunt Design Associates</u>	<u>(Graphic Design)</u>
<u>KPFF</u>	<u>(Civil Engineering)</u>
<u>Katz, Okitsu &amp; Associates</u>	<u>(Traffic Engineering)</u>
<u>C.P. O'Halloran Associates</u>	<u>(Cost Estimating)</u>

#### **Section 5.1 Independent Consultant**

The Consultant shall perform the services as contained herein as an independent consultant and shall not be considered an employee of the Commission or under Commission supervision or control. This Agreement is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Commission and the Consultant.

The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

## **Section 5.2 Successor and Assignment**

The services as contained herein are to be rendered by the Consultant whose name is as appears first above written and said Consultant shall not assign nor transfer any interest in this Agreement without the prior written consent of the Commission. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Consultant.

## **Section 5.3 Employees of Consultant**

**Workers' Compensation:** Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Agreement.

**Professional Conduct:** The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

## **Section 5.4 Subcontracting**

The Consultant may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement. The Consultant shall not subcontract any part of work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

## **SECTION 6.0 RESPONSIBILITIES OF THE COMMISSION**

- a. The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.
- b. The Commission shall designate the representative authorized to act in its behalf with respect to the Project. The Commission or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.

- c. The Commission's designated representative authorized to act in its behalf with respect to the Project shall be:

Geoffrey Siebens, Architecture and Development Manager  
Construction Management Division  
2 Coral Circle  
Monterey Park, 91755

- d. The Commission's representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- e. The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Commission. However, their accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the project.
- f. The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work.
- g. The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project(s).

## **SECTION 7.0 RELEASE OF NEWS INFORMATION**

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or designee.

## **SECTION 8.0 CONFIDENTIALITY OF REPORTS**

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

## **SECTION 9.0 COMPENSATION; CONTRACT TYPE AND PAYMENT** **- NOT-TO-EXCEED**

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed price of **\$259,000**

<u>Service</u>	<u>Invoice Maximum Amount of Fee</u>
<b>Phase I Survey</b>	
Survey and Base Plans	<b>\$24,200</b>
<b>Phase II Schematic Design</b>	
Pedestrian and Intersection Lighting Analysis	Included
Public Outreach	\$15,700
Schematic Design	\$64,630
<b>Phase III</b>	
Design Development	<b>\$55,800</b>
<b>Phase IV</b>	
Construction Documents	<b>\$75,600</b>
<b>Phase V</b>	
Bidding Phase Assistance	<b>\$ Included in Phase VI</b>
<b>Phase VI</b>	
Limited Construction Administration Assistance	<b>\$ 4,570</b>
<b>Reimbursable Expenses</b>	<b>\$ 18,500</b>
<b>TOTAL</b>	<b>\$259,000</b>

- a. These amounts include the cost of all services including those of the subconsultants identified in Section 5.0, above.
- b. The Consultant's fee for basic services and an additional amount of \$18,500 is understood to include complete compensation for reimbursable expenses.

## **SECTION 10.0 COMPENSATION ADJUSTMENTS**

There shall be no adjustments to compensation except as authorized by amendment as specified in Section 40.0, Amendments. Changes in compensation shall only be adjusted by amendment as a result of changes in the Scope of Work. All costs of the Work and other costs, fees, or expenses, of any kind, in excess of the compensation as



specified in this Agreement, and as adjusted by amendment, shall be borne solely by Consultant, without reimbursement by Commission.

### **SECTION 11.0 NOTICE TO PROCEED**

The Consultant will perform services for each phase upon receipt of a written Notice to Proceed from the Commission. The Consultant will only perform the scope of work for the phase(s) identified in the Notice to Proceed.

### **SECTION 12.0 PAYMENT SCHEDULE**

The Consultant shall submit invoices for compensation for each phase of the scope of services, in a format approved by the Commission, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the services provided hereunder, including all indirect costs, overhead, and insurance premiums.

Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Consultant.

### **SECTION 13.0 SOURCE AND APPROPRIATION OF FUNDS**

The Commission's obligation is payable only and solely from funds appropriated through the United States Department of Housing and Urban Development (HUD) and for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event this Agreement extends into the succeeding fiscal year and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will endeavor to notify the Consultant in writing within ten days of receipt of non-appropriation notice. Consultant shall be entitled to payment for all work completed through date of receipt of said notice.

### **SECTION 14.0 CONFLICT OF INTEREST**

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity

that has entered into any Agreement, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, upon written request, disclose in writing to the Commission any other contractual or employment arrangement from which it receives compensation. The Consultant agrees not to accept any employment during the term of this Agreement by any other person, business or corporation which employment will or may likely develop a conflict of interest between Commission's interests and the interest of third parties.

## **SECTION 15.0 COMMISSION OWNERSHIP OF DOCUMENTS**

All drawings and specifications prepared and furnished by the Consultant shall become the property of the Commission upon their approval in writing by the Commission or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Commission of its full rights of ownership and use of these documents and materials. The Commission shall indemnify, defend, and hold harmless the Consultant if such drawings and specifications are used for any other project than that for which this agreement is made. The Consultant shall retain a record copy for its own files.

## **SECTION 16.0 INDEMNIFICATION**

Consultant shall indemnify, defend and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's negligent acts and/or omissions arising from and/or relating to this Agreement.

## **SECTION 17.0 INSURANCE**

The Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement the following insurance against which may arise from or in connection with the performance of the work by the consultant, its agents, representatives, employees or subconsultants, from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval in writing by Commission.

The consultant shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required herein and which reflect the Commission, Housing Authority, and County's status as additional insureds as required below. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

The Commission, the Housing Authority, the County, their officials, agents, and employees shall be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the consultant; products and completed operations of the consultant; premises owned, leased or used by the consultant.

- B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars (\$1,000,000) aggregate per claim.

- C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

- D. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Commission, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Commission.

All coverage for subconsultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

## **SECTION 18.0 COMPLIANCE WITH LAWS**

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Agreement is in excess of \$100,000 then Consultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

### **Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973**

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

### **Section 109 of the Housing and Community Development Act of 1974**

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Agreement, the Consultant agrees to comply with the following federal provisions:

### **Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Subconsultants, and Consultants)**

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, which is to be provided to the agency contracting officer, advising the labor union or worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Under Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## **SECTION 19.0 SUSPENSION AND TERMINATION**

### **Section 19.1 Suspension**

- 19.1.1 Commission, at its convenience, and without further liability except as herein specified, may suspend this Agreement, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension.
- 19.1.2 Consultant shall immediately discontinue all services unless otherwise indicated by Contacting Officer.
- 19.1.3 Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant.
- 19.1.4 In the event the entire Agreement is suspended, Commission shall pay Consultant reasonable demobilization expenses subject to Commission's rights of set-off, recoupment and withholding. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. Commission shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.
- 19.1.5 In the event the entire Agreement is suspended and Consultant is directed to remobilize within one calendar year of the effective date of the suspension, Commission shall pay remobilization expenses directly attributable to restarting services hereunder and, at Consultant's option, Consultant and Commission shall negotiate Consultant's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the Commission's convenience.
- 19.1.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of Commission upon written notice to the Consultant.

### **Section 19.2 Termination for Convenience of the Commission**

- a. The Commission reserves the right to cancel this Agreement in whole or in part for any reason at all upon ten (10) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the

respective portion or phase of the project. Commission will pay Consultant termination expenses subject to the Commission's rights of recoupment, set-off and withholding.

- b. Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of this Agreement, whether complete or in process, as may have been accumulated by Consultant.
- c. Commission may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Commission for any excess costs incurred by Commission in completing the scope of work of this Agreement.
- d. Consultant shall assign the contracts of its consultants and/or their subconsultants to Commission, to the extent requested by the Contracting Officer.

#### Section 19.3 Termination for Cause and / or Default

This Agreement may be terminated by the Commission upon 10 days' written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Agreement terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Agreement by Consultant in whole or in part.
- B. Should the Consultant fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than five (5) days by the Consultant, then notice of deficiency thereof in writing may be served upon Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within five (5) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Consultant in whole or in part.



- C. Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of Agreement upon which the Commission may immediately terminate this Agreement.
- D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, with respect to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement, Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed, subject to the Commission's rights of recoupment, cut-off, and withholding.

#### Section 19.4 Termination for Improper Consideration

Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and / or default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### Section 19.5 Consultant Responsibility and Debarment

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission to conduct business only with responsible consultants.

The Consultant is hereby notified that, if the Commission acquires information concerning the performance of the Consultant on this or other contracts which indicated that the Consultant is not responsible, the Commission may, in addition to other



remedies provided in the contract, debar the Consultant from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the Commission.

The Commission may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Commission, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Commission or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

The Consultant hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Consultant hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. These terms shall also apply to subconsultants of the Consultant.

## **SECTION 20.0 REMEDIES**

- a. The rights and remedies of the Commission provided for under this contract are in addition to any other rights and remedies provided by law.
- b. Commission may assert, either during or after performance of this Agreement any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.
- c. The rights and remedies of the Commission under this Agreement are in addition to any right or remedy provided by California law.

## **SECTION 21.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

Unless Consultant has demonstrated to the Commission's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the employee's regular pay the fees received for jury service.

For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If Consultant is not required to comply with the Jury Service Program when the Contract commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify Commission if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Consultant demonstrate to the Commission's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

Consultant's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, Commission may, in its sole discretion, terminate the Contract and/or bar Consultant from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

## **SECTION 22.0 CERTIFICATION REGARDING LOBBYING**

The Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Agreement are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

## **SECTION 23.0 SAFETY STANDARDS AND ACCIDENT PREVENTION**

The Consultant shall comply with applicable Federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

## **SECTION 24.0 DRUG FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

## **SECTION 25.0 SEVERABILITY**

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

## **SECTION 26.0 INTERPRETATION**

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

## **SECTION 27.0 WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither the Commission's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

## **SECTION 28.0 COMMISSION'S QUALITY ASSURANCE PLAN**

The Commission or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective action measures, Commission may terminate this Agreement or impose other penalties as specified in the Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Consultant whether this Agreement will be terminated at the end of the current year or will be continued into the next Agreement year.

## **SECTION 29.0 AGREEMENT EVALUATION AND REVIEW**

The ongoing assessment and monitoring of this Agreement is the responsibility of the Commission's Contracting Officer or designee.

## **SECTION 30.0 ADHERENCE TO COMMISSION'S CHILD SUPPORT COMPLIANCE PROGRAM**

Consultant acknowledges that Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through this Agreement are in compliance with their court-ordered child, family and spousal obligations in order to mitigate the economic burden otherwise imposed upon taxpayers of the County.

As required by Commission's Child Support Compliance Program and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wages and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **Termination for Breach of Warranty to Maintain Compliance with Commission's Child Support Compliance Program**

Failure of Consultant to maintain compliance with the requirements set forth in Section 30.0 "Adherence to Commission's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the Commission under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Commission's Board of Commissioners may terminate this Agreement.

### **Post L.A.'s Most Wanted Parents List**

Consultant acknowledges that Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is Commission's policy to encourage all Commission consultants to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. District Attorney will supply Consultant with the poster to be used.

## **SECTION 31.0 ACCESS AND RETENTION OF RECORDS**

Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

### **SECTION 32.0 COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. All documents become the property of the Commission and the Commission holds all the rights to said data. The Consultant assumes no responsibility for the use of documents in whole or in part in connection with work that is outside the scope of this Agreement.

### **SECTION 33.0 PATENT RIGHTS**

The Commission will hold all the patent rights with respect to any discovery or invention that arises or is developed in the course of, or under this Agreement.

### **SECTION 34.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

### **SECTION 35.0 NOTICES**

Notices herein shall be presented in person or by certified or registered U.S. mail as follows:

Consultant: Katherine Spitz  
4212 ½ Glencoe Avenue  
Marina Del Rey, CA 90292

Commission: Corde Carillo, Director  
Contracting Officer  
Economic / Redevelopment Division  
Community Development Commission  
2 Coral Circle  
Monterey Park, CA 91755-7425

### **SECTION 36.0 FEDERAL EARNED INCOME CREDIT**

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.



## **SECTION 37.0 GREATER AVENUES FOR INDEPENDENCE (GAIN) AND GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)**

The streetscape improvements are being federally funded, and are subject to the requirements of the Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) program implemented by the County of Los Angeles. Should the Consultant require additional or replacement personnel after the effective date of the Agreement, it will interview for such employment openings participants in GAIN/GROW Program who meet the firm's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

## **SECTION 38.0 SAFELY SURRENDERED BABY LAW**

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at [www.babysafela.org](http://www.babysafela.org).

The Consultant acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission's policy to encourage all Commission Consultants to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the subconsultant's place of business. The Consultant and its subconsultants can obtain posters from the Department of Children and Family Services of the County of Los Angeles.

## **SECTION 39.0 AMENDMENTS**

This Agreement may be modified by written amendment, duly executed by both parties.

## **SECTION 40.0 ENTIRE AGREEMENT**

This Agreement, including the attachments listed below consists of **37** pages, which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

- A. Project Area Map
- B. Project Schedule Milestones
- C. Billing Rates
- D. Safely Surrendered Baby Law and Poster

## SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

### COMMISSION

COMMUNITY  
DEVELOPMENT COMMISSION OF  
THE COUNTY OF LOS ANGELES, A  
BODY CORPORATE AND POLITIC

BY:

CARLOS JACKSON

Title: Executive Director

Date:

APPROVED AS TO PROGRAM:

CORDE CARRILLO, Director

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
County Counsel

By:

*Paul V. Hanson*

Deputy

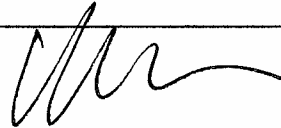
CORPORATE SEAL

### CONSULTANT

KATHERINE SPITZ ASSOCIATES, INC.

License Number LA 3846, Expires 4/30/06

BY: KATHERINE SPITZ



Title: President

Date:

2/15/05

### BUSINESS ADDRESS

4212 1/2 Glencoe Avenue

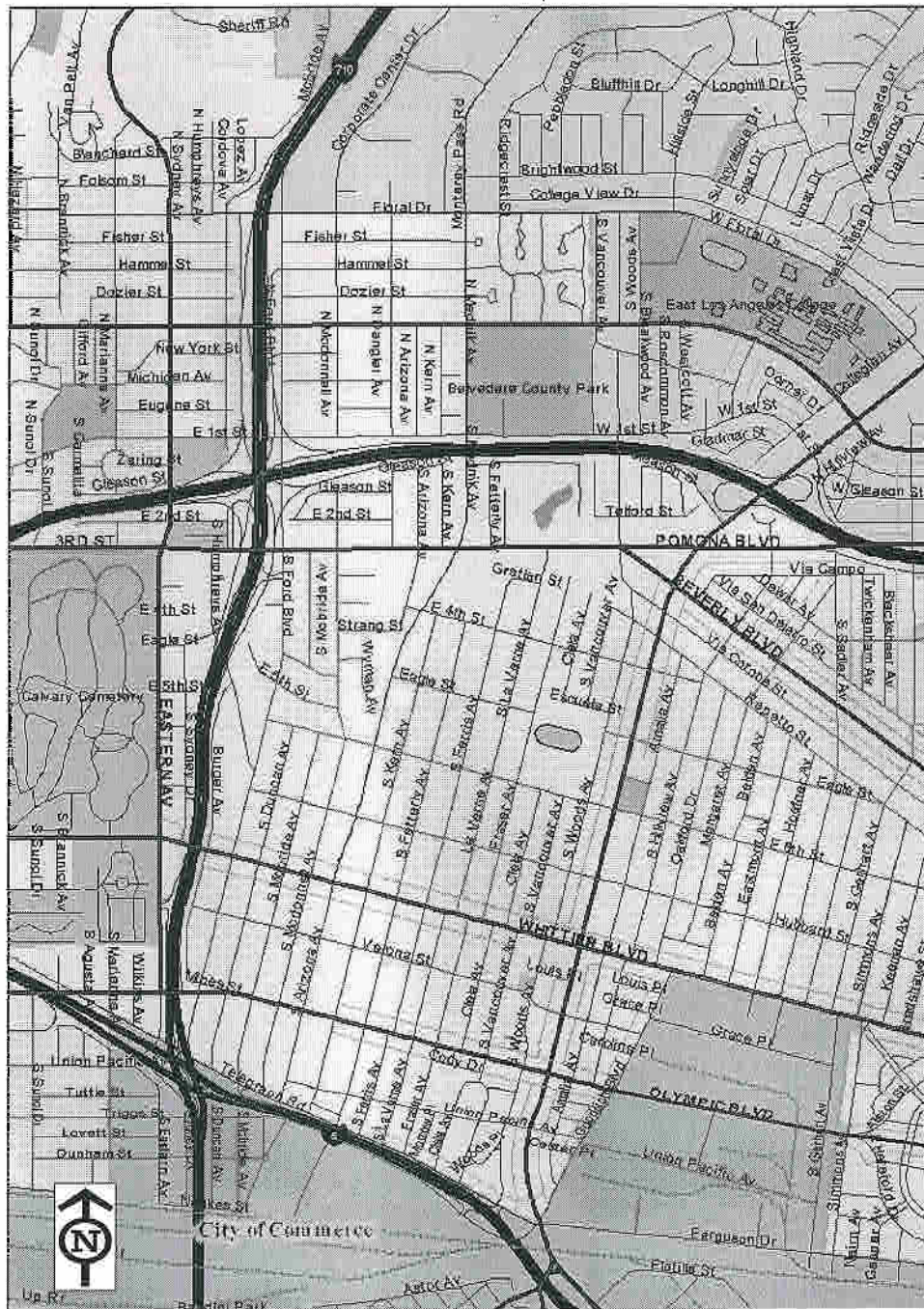
Marina Del Rey, CA 90292

- If sole proprietor, one signature of sole proprietor.
- If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.
- If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.



## ATTACHMENT A – PROJECT AREA MAP

### Whittier Boulevard Streetscape Project



## **ATTACHMENT B – PROJECT SCHEDULE MILESTONES**

NOTICE TO PROCEED NO LATER THAN	March 15, 2005
FIRST CONCEPT PRESENTATION TO THE COMMUNITY	July 12, 2005
FINAL CONCEPT PRESENTATION TO THE COMMUNITY	August 16, 2005
START DESIGN DEVELOPMENT PHASE	August 17, 2005
COMPLETE DESIGN DEVELOPMENT PHASE	November 22, 2005
START CONSTRUCTION DOCUMENTS	November 23, 2005
COMPLETE CONSTRUCTION DOCUMENTS PHASE	February 28, 2006
SUBMIT 100% DRAWINGS FOR PLAN CHECK	March 1, 2006
SUBMIT FINAL DRAWINGS AND TECHNICAL SPECIFICATIONS TO DPW FOR BIDDING	July 31, 2006

## **ATTACHMENT C – BILLING RATES FOR CONSULTANT SERVICES**

Principal	\$135 per hour
Project Manager	\$95 per hour
Professional Staff, licensed	\$55-75 per hour
Professional Staff, non-licensed	\$55-75 per hour
Administrative Staff	\$45 per hour



**ATTACHMENT D – SAFELY SURRENDERED BABY LAW AND  
POSTER**

**No shame.**

**No blame.**

**No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**  
Gloria Molina, Supervisor, First District  
Yvonne Brathwaite Burke, Supervisor, Second District  
Zev Yaroslavsky, Supervisor, Third District  
Don Knabe, Supervisor, Fourth District  
Michael B. Antonovich, Supervisor, Fifth District

**This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.**



### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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*It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.*